

**A W A R D**

BETWEEN:

**BC PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
SD NO. 33 (CHILLIWACK)**

(the "Employer")

AND:

**BC TEACHERS' FEDERATION/  
CHILLIWACK TEACHERS' ASSOCIATION**

(the "Union")

**Work Year (School Calendar) Grievance**

TROUBLESHOOTER:

Elaine Doyle

COUNSEL:

Michael Hancock, for the Employer  
John Rogers, QC, for the Union

DATE OF AWARD:

February 28, 2020

I was appointed to resolve a difference pursuant to a Letter of Understanding between the British Columbia Public School Employers' Association/the Board of Education of School District No. 33 (Chilliwack) (the "Employer") and the British Columbia Teachers' Federation/the Chilliwack Teachers' Association (the "Union") Re: Process for Establishing Local School Calendars (the "LOU").

The LOU requires that a decision will be made on an expedited basis. With the agreement of the parties, I have kept this award brief in order to meet time constraints. I have considered the parties' submissions, evidence and authorities and find as follows.

Section 3 of the LOU requires the parties to meet and discuss the school calendar for the subsequent school year. Section 3 reads:

Starting in the fall of 2019, the parties will meet every November to discuss the school calendar for each subsequent school year. The discussion will generally identify the parameters of the school year, and in particular whether a two-week Spring Break is contemplated. If general agreement is reached on that structure, the parties will meet to discuss the following ....

Sections 3(a)-(d) set out the mechanisms the parties will consider in order to implement the agreed-upon school calendar and meet the obligations established by the School Calendar Regulation.

The parties were not able to agree on a local school calendar for the school year 2020/2021. Section 4 of the LOU sets out the process to be followed when the parties have not reached agreement:

If by December 31<sup>st</sup> of every year the parties have not reached agreement on the necessary amendments to the collective agreement in order to implement the calendar, each party will set out a proposed calendar. The difference will be resolved by Troubleshooter Elaine Doyle on the basis that she will select which model will be utilized. Troubleshooter Doyle's decision will be made on an expedited basis.

At the hearing, each party presented its proposed calendar for the 2020/2021 school year. The Employer's proposal was different from what it had been discussing with the Union at December 31, 2019 and what it presented to the Board of Education in a Decision Report dated January 14, 2020.

The Union took issue with the Employer presenting a different calendar at the hearing from the one being discussed at December 31, 2019. It submits that each party has until December 31<sup>st</sup> to

propose a calendar and I must select between the two proposals made at that date. The Employer maintains the dispute-resolution selection process requires hard choices be made in order to make its proposal more attractive and, as such, it was open to the Board to put its final offer forward at the hearing.

On a plain reading of Section 4, I am not persuaded that the language restricts the parties to present for selection the proposed calendar they had on the table at December 31<sup>st</sup>, as the Union suggests.

The Employer argues that only the Board has the jurisdiction to implement a school calendar. It maintains that if the Board's proposed calendar is consistent with the Regulation and the Collective Agreement, it would not be required to enter discussions with the Union. I find the Employer's position is not consistent with the LOU.

Section 3 of the LOU addresses what the parties must consider "if general agreement is reached on that structure". It is clear "that structure" refers to whether a Spring Break of one or two weeks is contemplated. In my view, by entering the LOU, the parties have agreed that there must be agreement on the Spring Break structure. If the Employer could implement a calendar without negotiation with the Union, it would render the LOU meaningless.

The Employer further argues that a one-week Spring Break is necessary because of the hardship a two-week break imposes on vulnerable families in the District. This contention was not part of the submission made in the January 14, 2020 Decision Report and would carry more weight had it been included.

The Employer maintains that I must choose the option which is the least intrusive to achieve compliance with the *School Act*. In general, this approach is a sound one. However, there is nothing in the LOU that supports that restriction on my selection of a proposed school calendar. It was not disputed in these proceedings that there is a long-standing practice of a two-week Spring Break in the District. The Union's contention that there is strong public and teacher support for a two-week Spring Break, and most other districts have agreements for a two-week Spring Break was not contradicted.

The Union's proposal respects public and teacher input and is consistent with the Regulation. For these reasons, I select the option set out below:

	Two Week SB plus one R&A day (D.22.2.c)		
	ELEMENTARY	MIDDLE	SECONDARY
Ministry Required Hours of Instruction	878	952	952
Ministry Required Minutes of Instruction	52680	57120	57120
Days of Instruction	176	176	176
Req Minutes per day of Instruction	299.32	324.55	324.55
Rounded Up to Meet Hours	300	325	325
Daily Recess (15 Elementary and Middle)	15	15	--
Secondary Breaks, Change Periods	--	--	12
Proposed 2020-2021 Teaching Minutes per Day	315	340	337
Contractual Limits Per Teaching Minutes Per Day	300	330	330
Minutes per day over Contract	-15	-10	-7
2019-2020 Teaching Minutes Per Day	308	336	336

It is so ordered.

Dated this 28<sup>th</sup> day of February 2020 in Vancouver, British Columbia.




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Elaine Doyle